

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

AMERIQUEST MORTGAGE)	
COMPANY,)	
)	
Plaintiff,)	
)	
vs.)	Case No. CIV-04-1404-M
)	
MIGUEL P. HAMILTON and LOIS ANN)	
HAMILTON, Husband and Wife;)	
OCCUPANTS OF THE PREMISES;)	
BENEFICIAL OKLAHOMA INC.;)	
INTEGRIS BAPTIST MEDICAL)	
CENTER OF OKLAHOMA, INC.,)	
)	
Defendants.)	

ORDER

Before the Court is plaintiff's Renewed Motion for Summary Judgment, filed September 25, 2006. None of the defendants have filed a response. Pursuant to Local Civil Rule 56.1, the Court deems the statement of undisputed facts contained in plaintiff's renewed motion admitted for the purpose of summary judgment.

On or about August 10, 1999, defendants Miguel P. Hamilton and Lois Ann Hamilton ("the Hamiltons"), as part of a loan transaction, executed a promissory note ("Promissory Note") in favor of plaintiff, promising and agreeing to pay plaintiff the sum of \$126,000.00, with interest thereon at the initial rate of 10% per annum adjusted pursuant to the terms of said note, until paid. Additionally, on or about August 10, 1999, the Hamiltons, as part of the same loan transaction and to secure the payment of the Promissory Note, executed a real estate purchase money mortgage ("Mortgage") in favor of plaintiff, which mortgaged the real property legally described as:

Lots Fourteen (14), Fifteen (15) and the West 12.5 feet of Lot Sixteen (16), in Block Forty-four (44), of Lots One (1) to Twenty (20) inclusive Block Thirty-two (32), Lots One (1) and Thirty (30) to

Fifty-three (53) inclusive Block "A" Block Forty-four (44) and the North Forty (40) feet of Block Forty-three (43), Lots One (1) to Eighteen (18) inclusive Block Thirty-three (33), all in MILITARY PARK ADDITION to Oklahoma City, Oklahoma County, State of Oklahoma, as shown by the recorded plat thereof, a/k/a 1906 NW 36th St., Oklahoma City, OK 73118.

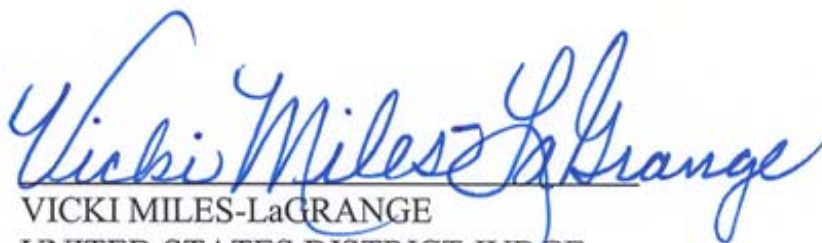
The Mortgage was recorded in the records of the County Clerk of Oklahoma County, Oklahoma.

Plaintiff is the owner and holder of the Promissory Note and the Mortgage. The Hamiltons have not paid the installment due on January 1, 2004 or any subsequent installments. As a result, plaintiff has elected to declare the entire sum under the Promissory Note due and payable, which sum is the principal amount of \$122,475.68 with interest thereon from the 1st day of December, 2003, at the rate of 10% per annum, as adjusted, if applicable, until paid, plus preservation costs, accrued and accruing, abstracting costs, the sum of \$3,662.50 as a reasonable attorney's fee as provided for in the Promissory Note and Mortgage, and costs.

Having carefully reviewed plaintiff's renewed motion for summary judgment, as well as the court file, and viewing the evidence in the light most favorable to defendants, the Court finds that there is no material issue of fact for trial and that plaintiff is entitled to judgment as a matter of law. Specifically, the Court finds that the Mortgage is a valid, first, prior, and superior lien against the mortgaged property as described above. Additionally, the Court finds that the Hamiltons have not fully performed their obligations under the Promissory Note and Mortgage and that plaintiff is, therefore, entitled to foreclose on the property. Finally, the Court finds that the rights and interests of all defendants herein are junior and inferior to the rights of plaintiff.

Accordingly, for the reasons set forth above, the Court GRANTS plaintiff's Renewed Motion for Summary Judgment [docket nos. 61 and 62]. A separate judgment will be entered forthwith.

IT IS SO ORDERED this 13th day of November, 2006.



VICKI MILES-LaGRANGE
UNITED STATES DISTRICT JUDGE